

INDEPENDENT CONTRACTOR LEASE AGREEMENT

SAMPLE

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INDEPENDENT CONTRACTOR LEASE AGREEMENT

This Independent Contractor Lease Agreement ("Agreement") is made and entered into this _____ day of _____, 2008 by and between **XYZ Motor Carrier MC #999999** ("COMPANY"), located at _____ and _____ ("Contractor") (collectively, the "Parties").

Recitals:

WHEREAS, **COMPANY**, an authorized motor carrier, desires to provide transportation of freight by truck utilizing independent contractors and or employees; and

WHEREAS, Contractor is separately engaged in the business of transporting freight by truck on behalf of the public; and

WHEREAS, **COMPANY** and Contractor intend to create and maintain under the terms of this Agreement an entirely independent relationship and not a relationship of employer and employee; and

WHEREAS, **COMPANY** desires to utilize the services and equipment of Contractor, and Contractor desires to hold out and render motor freight transportation service to the public, as well as to **COMPANY**, in the course of Contractor's established trade business and profession; and

WHEREAS, Contractor represents that he/she/it is the owner or is in possession of tractor/power units under valid lease agreement(s) and has legal authority to enter into this Agreement and commit such tractor/power unit(s) for utilization under this Agreement; and

WHEREAS, **COMPANY** and Contractor desire to enter into this Agreement for the purpose of carrying out the foregoing purposes in accordance with the provisions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which the Parties acknowledge, the Parties mutually agree as follows:

1. Contractor, for the compensation set forth in Exhibit A attached (% Based Agreement), shall use the equipment more specifically described in Exhibit C attached (Equipment) and shall provide the necessary labor to transport, load and unload the freight, the transportation of which is made available by **COMPANY** to Contractor. **COMPANY** agrees to make freight available for transportation by Contractor whenever reasonably feasible and shall provide at least three (3) shipments per year. By performance of such services, Contractor agrees that the only compensation for such services payable by **COMPANY** to Contractor shall be the Fee, as set forth in Exhibit A attached.
2. Contractor shall comply, at all times, with all applicable laws and regulations governing performance of this Agreement including, but not limited to, loading and securement of freight, driver safety regulations including but not limited to hiring, use of controlled substances, and hours of service, sanitation and temperature requirements for transporting food and other perishables, qualification and training of drivers for transporting hazardous materials (if applicable) and non-hazardous materials, maintenance of equipment, and control of the means and method of transportation including but not limited to performance of Contractor's drivers. **COMPANY** shall comply with applicable federal and state laws and regulations relating to it's performance hereunder. Compliance with applicable laws and regulations by each of the Parties shall be subject to verification by either of them at any time on reasonable request. **CONTRACTOR SHALL COMPLY WITH ALL LAWS, RULES AND REGULATIONS REGARDING PASSENGERS WHILE PROVIDING FREIGHT TRANSPORTATION SERVICES FOR THE BENEFIT OF COMPANY (49 CFR 392.60).** Without limiting the foregoing, Contractor agrees to maintain in Contractor's possession in the leased equipment during its operation at all times during the performance of this Agreement, a copy of this Agreement.

3. **COMPANY** shall pay Contractor the Fee ("Settlement(s)") every Wednesday (but in any event not later than 15 days) after submission by Contractor to **COMPANY** (by the Friday prior) of the following shipping documents (unless a good faith dispute exists, in which case **COMPANY** shall be entitled to contest the Fee): (a) driver's logs as required by governmental authorities evidencing delivery of freight from point of pickup to point of destination; (b) original bills of lading and/or delivery receipts; (c) and such other documents as **COMPANY** may require from time to time that may be necessary for **COMPANY** to secure payment from a shipper (d) and completed trip cost report evidencing point of pickup to point of destination. Contractor shall promptly submit such documents to **COMPANY** as requested, and such other documents as may be required by law.

4. Contractor shall have the exclusive possession, control and use of the Equipment utilized for performance of this Agreement and shall assume complete responsibility for the safe operation of the equipment for the duration of this Agreement. Nothing in this paragraph shall be construed to create an employment relationship between the parties.

5. **COMPANY** shall determine the manner, means and methods of performance of all transportation services provided under this Agreement.

6. CONTRACTOR shall retain all responsibility and pay for:

- a. All wages, hours, working conditions, workers' compensation insurance, management, supervision, and all other aspects and requirements of any kind whatsoever related to the performance of this Agreement;
- b. The selection, purchasing, leasing, financing, maintenance and utilization of the Equipment;
- c. The selection of all routes, loading and unloading; the weighing measuring of all loads as required by law;
- d. All operating expenses of any kind whatsoever, including, but not limited to:

(1) Fuel costs; fuel surcharges

(2) Fuel Tax (**COMPANY** pays Fuel Taxes and state mileage taxes, if any)

(3) Ferry fees;

(4) Base plates and licenses, except as provided in Exhibit A;

(5) Equipment maintenance and repair;

(6) Road taxes;

(7) Tolls (except those approved in Exhibit A) and ferry charges;

(8) Fines of all types except as otherwise provided in 49 C.F.R. §376.12(e);

(9) Permits of all types, unless specified otherwise in Exhibit A;

(10) Insurance including administrative costs procured by **COMPANY** for Contractor's benefit as provided for herein; and

(11) All other levies or assessments of any kind related either directly or indirectly to Contractor's operation of its equipment or performance of this Agreement.

7. Contractor and **COMPANY** shall not discriminate against their respective employees, agents, or servants on the basis of race, color, sex, religion, ancestral or national origin, political or social affiliations or disability.

8. Contractor is an independent contractor of **COMPANY**, and any and all persons hired or employed by Contractor to perform services in connection with this Agreement existing between **COMPANY** and Contractor are

the employees or agents of Contractor, and not those of **COMPANY**. Contractor has and shall retain sole financial and legal responsibility for compliance with all applicable workers' compensation insurance requirements, withholding and employment taxes due to federal, state, or local governments on account of drivers, drivers' helpers, and other workers necessary for the performance of Contractor's obligations hereunder. Contractor agrees to indemnify, save and hold **COMPANY** harmless from any and all claims by Contractor, Contractor's employees, Contractor's drivers, drivers' helpers, agents, and any other workers used by it or by any federal, state or local governmental agency on account of wages, industrial accident, unemployment compensation claims, or workers' compensation claims, tax, withholding and employment taxes, or any other actions arising from employment taxes, or any other actions arising from Contractor's relationship with its own employees. It is further agreed that any property damage, bodily injury, and/or any other harm or damage sustained by Contractor's drivers or caused by Contractor's drivers to any other person or entity, as well as authorized or unauthorized passengers, will be the sole responsibility of Contractor. To fulfill Contractor's obligations under this paragraph, Contractor agrees to:

- a. Maintain in effect, at all times, workers' compensation insurance as required by applicable state statutes and regulations, and all drivers, drivers' helpers, agents, and laborers used by it in the performance of this Agreement;
- b. File and pay all applicable state and local income taxes, tax withholding, employment, unemployment, taxes and returns, federal heavy vehicle use tax forms and returns, all of which it may be required to file on account of its drivers, drivers' helpers and agents, and laborers used by Contractor in the performance in the performance of this agreement at the time and place specified in applicable federal, state and local laws and regulations and to report and pay when due all such taxes and contributions required to be paid in such forms and returns;
- c. With respect to the requirement of Paragraph 8(a) and (b) above, furnish to **COMPANY** such evidence of compliance with the foregoing as **COMPANY** shall reasonably request.

9. The Parties further agree as follows:

- a. **COMPANY** shall maintain insurance coverage for protection of the public pursuant to 49 U.S.C. §13906, and any applicable related regulations, as well as all amendments and modifications thereof, as adopted by the Federal Motor Carrier Safety Administration or the Federal Highway Administration, of the U.S. Department of Transportation.
- b. Under no condition shall **COMPANY** be responsible for any damage to Contractor's equipment. Contractor shall purchase and maintain "bobtail insurance" with respect to public liability and property damage for a combined single limit set forth in Exhibit B to this Agreement. Contractor shall provide **COMPANY** with proof of such insurance and name **COMPANY** as a certificate holder.
- c. Contractor shall hold **COMPANY** harmless and indemnify it on demand from any claims made against or loss or damage including but not limited to legal expenses and reasonable attorney fees incurred by **COMPANY** as a result of the operation, maintenance or use of the equipment, which is not directly authorized and directly related to the performance of this Agreement.
- d. Contractor may obtain the required "bobtail insurance" from any insurance company of its choosing. In the event Contractor chooses to purchase the required bobtail insurance, or any other form of insurance coverage for the operation of Contractor's equipment, which **COMPANY** may make available as a convenience to Contractor, **COMPANY** shall be and is hereby authorized to deduct the costs of such insurance along with the administrative charges for obtaining the insurance, as set forth in Exhibit B attached, directly from Contractor's Settlement(s).
- e. **COMPANY** is not in the insurance business and is not an agent of any insurance agency, carrier or underwriter that may issue insurance coverage purchased through **COMPANY**. Contractor waives any and all claims it may have at any time against **COMPANY** arising out of any failure on the part of any insurance agent, company or underwriter to cover or honor the terms and conditions of any insurance policy, which Contractor may purchase through **COMPANY**.

f. In the event Contractor chooses to purchase insurance of any kind through **COMPANY**, **COMPANY** will provide Contractor with a certificate of insurance for each such insurance policy. Upon request, **COMPANY** will provide Contractor with a copy of each policy as soon as practicable.

g. Contractor shall obtain and pay for, all public liability and property damage insurance respecting the use of the Equipment while not being used in the service of **COMPANY**

h. Contractor shall pay **COMPANY** the first \$XXX (deductible) of any loss resulting from : (1) shortage, loss or damage to cargo while in the care, possession, or control of Contractor, its agents or employees and/or (2) the first \$XXX of any loss covered by **COMPANY** property damage and personal liability insurance and/or (3) the first \$XXX of loss resulting from damage of any kind whatsoever to equipment and/or other property of **COMPANY** while in the possession of Contractor, its agents, or employees. Any monies due **COMPANY** under this provision may be deducted from any Settlement(s) monies due or to come due to Contractor.

i. **COMPANY** shall, at the time of payment or Settlement(s), provide Contractor with a written explanation and itemization of any deductions made from any monies due Contractor.

10. Contractor shall display all equipment identification as required by law. All equipment identification shall be provided by **COMPANY** and shall remain the property of **COMPANY**. Such identification shall be removed by Contractor and remain the property of **COMPANY** upon termination of this Agreement. If the equipment identification has not been lost or stolen, Contractor must provide notice to **COMPANY**, via a letter certifying its removal. **COMPANY** may take any steps necessary to recover its property and shall be entitled to deduct, and Contractor shall be required to pay, \$XX per day for each day following termination hereof that identification is not returned from Settlement(s) monies due or to come due to Contractor.

11. The Parties further agree as follows:

a. This Agreement may be terminated with or without cause by either party on thirty (30) days prior written notice. Upon Contractor's terminating this Agreement, he or she shall complete the transportation of any shipments accepted, and/or in transit, and perform all services required in connection herewith or be liable to **COMPANY** for any expenses or damages resulting from the failure to do so including but not limited to reasonable attorney fees. Additionally, in the event that Contractor terminates this Agreement within ninety (90) days of the date the agreement is signed, Contractor shall be charged and agrees to pay Five Hundred Dollars (\$500) to **COMPANY** to cover sign-on expenses. Said charges, expenses or damages (including reasonable attorney fees) may be deducted from Settlement(s) due or to come due to contractor (including payment for freight in transit) and shall be paid subject to the terms of this Agreement. **COMPANY** shall pay for completion of such services as provided for in Exhibit A, subject to all deductions allowed under this Agreement. The representations and obligations of the Parties shall survive termination of this Agreement for any reason. If Contractor fails to comply with the 30 day notice requirement, he/she/it shall be liable to **COMPANY**, in addition to all other damages hereunder, to the damages as defined in paragraph 17 below.

b. Termination under Paragraph 11(a) is made effective by mailing or delivering written notice to the other party at its last known mailing address. Except as otherwise specifically provided herein, neither party shall be liable to the other for termination of this Agreement, provided it complies with the terms of this paragraph.

c. Except for the terms of Pars. 8, 9(c), 16(b), and 20 under no conditions will either Party be liable to the other for special or consequential damages of any kind.

d. In the event of termination of this Agreement by either Party for any reason, any agreements for financing of the purchase of trailers by **COMPANY** for Contractor shall be automatically terminated, subject to the Parties termination rights contained in the financing agreement(s). See Par 19 below.

12. This Agreement shall continue in effect for an initial period of (30) thirty days from the date first above written and thereafter renew automatically for successive thirty day periods unless canceled by either party as provided for above.

13. Contractor, by executing this Agreement, authorizes **COMPANY** to deduct expenses, for the following items from any Settlement(s) due or to come due to Contractor under the terms of this Agreement:

- a. Advances made by **COMPANY** to Contractor and administrative charges, for making advances;
- b. As soon as a Cargo and/or personal injury, property damage or other claims for loss and damage, are reported to us, **COMPANY** will withhold the \$XXX deductible from Settlement(s) due or to come due in an open pending claim account until claims are verified and settled. If the insurance company closes the claim and no payment is made to the claimant, the \$XXX that was held in the open claims account will be credited back to the Contractors settlement.
- c. Base plate, license and permit fees as may be required by federal and state statutes, rules, regulations, and multi-jurisdictional agreements; provided along with any administrative charges for obtaining said base plate and permits (for Base Plate Rates see Exhibit A attached);
- d. Insurance premiums for any insurance, along with any administrative charges for obtaining said insurance, purchased by Contractor through **COMPANY** (Exhibit B attached);
- e. Any federal or state taxes, fines or statutorily mandated employee insurance claims or benefits **COMPANY** may be required to pay as a result of Contractor's failure to comply with the terms of Paragraph 8;
- f. Fuel and use taxes, as determined by federal and state statutes and related rules and regulations, multi-jurisdictional agreements and **COMPANY**' computerized mileage systems; (Meadow Lark pays all fuel tax and mileage tax if state applicable and property tax if applicable)
- g. Any advances made by **COMPANY** for operating expenses listed in paragraph 6(d) of this Agreement; and
- h. Any other deductions or set-offs authorized by this Agreement or by Contractor in writing.

14. The Parties further agree as follows:

- a. In the event Contractor refuses to accept a shipment(s) after having agreed to transport the shipment(s), and as a result **COMPANY** incurs losses consisting of the increase in cost of delivery between the amount it quoted to a shipper and the amount it would have paid Contractor, and the cost it actually paid another motor carrier (Contractor or not), then Contractor shall be liable to **COMPANY** for such loss and additionally, **COMPANY** may deduct said amount(s) from the Fund and/or any Settlement(s) owing contractor.
- b. Contractor shall not assign, "trip lease", broker, subcontract, interline, or otherwise arrange for the transportation of freight hereunder to any other carrier or third party, without the prior written consent of **COMPANY**. In the event of violation of this subparagraph, **COMPANY** shall have the right of paying the delivering carrier with no liability to Contractor. Additionally, Contractor shall be liable to **COMPANY** for all resulting damages sustained, including, but not limited to, consequential damages and reasonable attorney's fees.

15. In the event that Contractor fails to complete a trip, abandons a shipment, or otherwise subjects **COMPANY** to liability, directly or indirectly related to Contractor's failure to perform (or to perform adequately), **COMPANY** shall have the right to complete performance in any reasonable manner or method, using the Equipment or any substituted equipment, at the cost to **COMPANY** per mile and, in addition, Contractor shall be liable to **COMPANY** for any and all costs, losses, and damages (including, but not limited to, reasonable attorney fees) that **COMPANY**

may incur. **COMPANY** may charge Contractor for any such mileage costs, losses or damages (including reasonable attorney fees), either directly or, at **COMPANY'** election, from Settlement(s) due or to come due to Contractor.

16. Under this Agreement, Contractor is not required to purchase or rent any products, equipment, or services from **COMPANY** as a condition of entering into this Agreement. Terms of any agreements between **COMPANY** and Contractor regarding any voluntary equipment purchase or rental is set forth in Exhibit A to this Agreement.

17. In the event the Contractor leases tractor(s) without trailers(s) to **COMPANY**, Contractor will keep the tractor(s) connected to trailer(s) furnished by **COMPANY** and secure **COMPANY'** trailers(s) at all times unless an alternative security arrangement has been made with **COMPANY**. Contractor shall not use **COMPANY'** trailer(s) or other equipment for any other than **COMPANY'** authorized business except as otherwise provided by this Agreement, and shall maintain **COMPANY'** trailer(s) in good mechanical and working condition. If **COMPANY** terminates this agreement for any reason **COMPANY** will terminate trailer purchase program. (See Par 11)

18. It is specifically understood and agreed that in the event Contractor is a partnership, **COMPANY** may make full or partial payment/Settlement(s) to any partner, and each partner holds **COMPANY** harmless as to disbursement made to any other partner. In the event Contractor is a corporation, **COMPANY** may make full or partial payments/Settlement(s) to any individual with apparent authority to bind the corporation and the corporation holds **COMPANY** harmless as to disbursements made to said individual.

19. This Agreement shall be governed by the laws of the State of Montana. The Parties intend to create by this Agreement an independent business relationship of **COMPANY** and Contractor, and not an employer-employee relationship. Neither Contractor nor its employees are to be considered employees of **COMPANY** at any time under any circumstances or for any purpose. Neither party is the agent of the other, and neither party shall have the right to bind the other by contract or otherwise except as herein specifically provided. Except as otherwise provided herein, in event of a material breach hereof by Contractor, Contractor shall be liable to **COMPANY** for all direct losses, expenses and costs incurred by **COMPANY** including, but not limited to, reasonable attorney's fees. Contractor acknowledges that its sole relationship with **COMPANY** is as **COMPANY'** independent contractor under this Agreement, and that Contractor, by virtue of this Agreement, has no relationship with any third party, including without limitation any subsidiary or affiliate of **COMPANY**. This Agreement, its exhibits, and documents provided in order to obtain payment constitute the entire Agreement and understanding between the Parties and shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both Parties.

20. Waiver of any provision of this Agreement shall not be deemed continuing waiver of that provision or any other provision of this Agreement. **COMPANY** shall, as required by law, provide Contractor with IRS Form 1099. Contractor shall furnish **COMPANY** with either a tax identification number or social security number.

21. The Parties agree to sign an original of this Agreement. **COMPANY** shall keep the original, and Contractor will be given (2) copies. One copy shall be placed and carried in each motor vehicle and the Contractor shall keep the remaining copy of this Agreement for his files.

22. In the event of a dispute arising out of this Agreement, the party's sole recourse (except as provided below) shall be to binding arbitration. Proceedings shall be conducted under the rules of the American Arbitration Association (AAA), Transportation ADR Council, Inc. (ADR), or Transportation and Mediation PLLC (TAM), at **COMPANY'** sole discretion. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA, ADR or TAM. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR or TAM in Montana, or such other place as mutually

agreed upon in writing or directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal law and regulations, the laws of the State of Montana shall be controlling. This paragraph shall not apply to enforcement of the award of arbitration.

23. This Agreement shall be construed, interpreted and enforced in a manner consistent with 49 CFR 376.2, 376.11 and 376.12 and in event of conflict with the terms of this Agreement, the cited regulations shall be controlling.

24. The Recitals above are contractual as well as recital.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

COMPANY

By:

Its: Safety Department

INDEPENDENT CONTRACTOR

By:

Its: Owner

EXHIBIT A (Compensation)

Exhibit A to Independent Contractor Lease Agreement Compensation between Company and Contractor dated _____.

1. Compensation:

a. Contractor shall receive _____

b. Contractor shall receive **XXX % per extra stop** for all additional pickups or deliveries after the initial pickup of a load from a customer location and the final delivery at a customer location as long as the customer has broken down this type of charge on the rate confirmation. Picking up a preloaded trailer from a terminal or dropping a loaded trailer at a terminal is not counted as a pickup or delivery at a customer location. Re-consignments shall be considered the same as an extra stop.

2. Detention/Truck order not used: Detention time and truck order not used is reimbursed at **XXX %** of what customer pays Company after payment from customer has been received.

3. Tolls: Tolls are fully reimbursed with the next Settlement following receipt by Company of proof of payment (cash receipt/paid receipt or credit card statement) as long as the customer has broken down this type of charge on the rate confirmation.

3. Contractor will be provided either before or at the time of Settlement(s) under this Agreement, copies of rated freight bills or a computer generated document containing the same information. Contractor may examine during normal business hours, copies of any actual documents underlying computer generated documents.

4. Advance Administrative Charges. Cash advances from _____ requested by Contractor and made by Company at its sole discretion to Contractor is subject to an administrative charge of **X% OR \$XX** whichever is greater for each such advance. _____ charges **\$X** per transaction and that is charged back to the Contractor. The only time we charge them an administration fee is if they request an advance above the **XX%** we advance after a shipment is loaded.

5. Base Plates. Contractor may furnish its own base plates or may elect to use base plates provided by **COMPANY** for the amount of **\$XX per week** to be deducted from Settlement(s) during the term of this Agreement. If base plates are paid for by Contractor, Contractor will have no weekly deduction from Settlement(s).

_____ Yes, plate my tractor. **\$XX per week deduction**. I have provided my current 2290, title and bill of sale.

_____ No, I have provided Company with a current copies of my base plates.

Signed this _____ day of _____, 20XX.

COMPANY

Independent Contractor

By:

By:

Its: Driver Relations Manager

Its: Owner

EXHIBIT B (Insurance)

COMPANY requires Contractor to have bobtail insurance; (NTL) in the amount of \$1,000,000. Proof of this coverage must be provided to **COMPANY** before the completion of the qualification process.

If the Contractor has no coverage it may procure it on its own or may purchase it through **COMPANY** for the current billed rate as evidenced by the invoice from the insurance provider to **COMPANY** plus an administrative charge due **COMPANY** of X%.

Contractor authorizes and directs **COMPANY** to deduct insurance costs plus **COMPANY'S** administrative charges, from weekly Settlement(s) due or come due to Contractor.

Contractor may also furnish its own physical damage insurance (covers damages sustained to Contractor's tractor and/or trailer) or may procure it through **COMPANY** and pay for it as described in the above paragraph.

Please check below

Yes _____ No _____ Bobtail Insurance / Bob-tail premium currently runs \$XX a month.

Yes _____ No _____ Physical Damage Insurance / Tractor Value \$ _____

Yes _____ No _____ Physical Damage Insurance / Trailer Value \$ _____

Physical damage premiums are figured based on the value of your equipment.

_____ requires a DEPOSIT for all coverages. The DEPOSIT is equal to one month's premium.

_____ bills company the 1st of every month for that month. For example: if we insure your equipment in the middle of the month, you will owe for the remainder of that month, the current month they are billing and the deposit.

(MISC)

Independent Contractors may choose to use _____ services to send in required paperwork for settlement.

Currently _____ costs \$XX a month unlimited use. This amount could vary depending on the number of Contractors using this service. If the amount changes you will be notified.

Yes _____ No _____

Signed this _____ day of _____, 2006.

COMPANY

Independent Contractor

By:

By:

Its: Driver Relations Manager

Its: Owner

EXHIBIT C (Equipment Receipt / Return)

TRACTOR:

Make: _____ Year: _____

Serial #: _____ Plate #: _____ State: _____

Year Purchased: _____ Price Purchased: _____

Empty Weight: _____ Tractor Length: _____ # of axles: _____

TRAILER:

Type of Trailer: Flat _____ Step deck _____ Stretch _____ RGN _____ Van _____ # Axles: _____

Make: _____ Year: _____

Serial #: _____ Plate #: _____ State: _____

Year Purchased: _____ Purchase Price: _____

Empty Weight: _____ Trailer Length: _____ Trailer Width: _____ Trailer Height: _____

Receipt of Equipment: *(When leased)*

Location _____

Signed this _____ day of _____, 20 . Time _____

COMPANY

Independent Contractor

By: _____

By: _____

Its: Driver Relations Manager

Its: Owner

Return of Equipment: *(When terminated)*

Location _____

Signed this _____ day of _____, 20 . Time _____

COMPANY

Independent Contractor

By: _____

By: _____

Its: Driver Relations Manager

Its: Owner